

**INTERLOCAL AGREEMENT  
(Student Resource Officer)**

**1. PARTIES**

1.1. The Parties to this Agreement are the City of Tomball ("City"), a body corporate and politic under the laws of the State of Texas, and TOMBALL INDEPENDENT SCHOOL DISTRICT ("the Contractor").

**2.PURPOSE**

2.1. The Contractor wants the Chief of Police of the City of Tomball, Texas, to authorize and direct **nine (9) law enforcement officers** to each devote **187** days of their working time, "working time" being defined as eight (8) hours per day, to the Contractor. The law enforcement officer referenced above will be referred to collectively as "extra officers" whether one or more.

**3. TERM OF THE AGREEMENT**

3.1. The term of this Agreement begins on **August, 1, 2021**, and ends on **July 31, 2022**, unless terminated sooner in accordance with Section 7.

**4. CITY'S RIGHTS AND OBLIGATIONS**

4.1. City agrees to authorize the Chief of Police to appoint the extra officer effective at the beginning of the contract term, so as to enable (but not require) the Chief of Police to appoint the extra officer to devote **187** days of his/her working time to Tomball Independent School District facilities ("the area"). As used herein, the phrase "working time devoted to the area" means the usual or normal hours that extra officer is required to work in any calendar month and does not include any extra or overtime work. The time the extra officer is on duty within the area, the time the extra officer is in court in connection with cases arising out of events occurring within the area, the time the extra officer spends preparing reports and documents pertaining to events occurring in the area, the time the extra officer spends in making preparations to provide law enforcement in the area, the time the extra officer spends transporting persons arrested in the area to jail, the time the extra officer spends investigating crimes or possible crimes committed in the area, are deemed working time devoted to the area. The activities listed above are explanatory and the meaning of "working time devoted to the area" is not limited to those activities.

4.2. Contractor understands and agrees that if the Chief of Police appoints the extra officer to the area, the Chief of Police retains the control and supervision of the extra officer to the same extent as he does other officers.

4.3. The extra officer assigned in accordance with this Agreement shall perform the duties as assigned by the Contractor, subject to the control and supervision of the Chief of Police and the City of Tomball. The rules, regulations, procedures, and policies of the City shall govern the performance of duties rendered pursuant to this agreement.

4.4. The Contractor shall provide an office, a networked computer, and general office supplies needed for the extra officers to perform their Student Resource Officer duties. The Chief of Police shall supply all equipment necessary to perform police functions and services.

## **5. CONTRACTOR'S PAYMENT OBLIGATION**

5.1. The Contractor agrees to pay the City of Tomball the sum of **SEVEN HUNDRED TWELVE THOUSAND NINETY-ONE DOLLARS AND FORTY-SIX CENTS (\$712,091.46)** to contract police services, or to be used by the City of Tomball for the purpose of supplementing the cost to the City for supplying the law enforcement services, including salaries and any additional expenses the City may incur in providing the services for a period of **187** days beginning the **9<sup>th</sup> day of August, 2021**. Contractor must make payments on the total sum in installments, which are due and payable, without demand, on or before the following dates in the amounts set forth:

Nine (9) payments of \$79,121.27, due on the 20<sup>th</sup> of each month, first payment due **September 20, 2021**.

5.2. If the term of this Agreement is terminated at any time other than at the end of a semester, payments under this Contract shall be prorated.

5.3. Contractor understands and agrees that if the City does not receive the payments within thirty (30) days of the date due, the City is authorized to terminate this Agreement without further notice. Further, City's failure to make demand for payments due is not a waiver of Contractor's obligation to make timely payments.

## **6. CITY'S PREROGATIVE TO APPOINT EXTRA OFFICERS**

6.1. Contractor understands and agrees that this Agreement is not intended (nor shall it be construed) to obligate the Chief of Police in any manner whatsoever to assign the extra officer to devote any portion of his/her working time to the area. However, if for any reason the extra officer does not devote substantially **187** days of his/her full-time equivalent working time to the area during the term of this Agreement, then the Contractor is obligated to pay the City only a proportionate part of the total sum identified above. If the amount paid by the Contractor to City of Tomball exceeds the proportionate part, the Contractor is entitled to a refund from City of Tomball of the excess amount paid.

## **7. TERMINATION AND DEFAULT**

7.1. Prior to the expiration of the term, either Party is authorized to terminate this Agreement without cause by giving to the other party at least thirty (30) days advance written notice of its intention to do so, specifying therein the effective date of such termination.

## **8. NOTICE**

8.1. Any notice permitted or required to be given to City of Tomball hereunder may be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Tomball Police Department  
Attn: Chief of Police  
400 Fannin Street  
Tomball, Texas 77375

Any notice permitted or required to be given to Contractor hereunder may be given by registered mail or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Tomball Independent School District  
Attn: Superintendent  
310 South Cherry Street  
Tomball, Texas 77375.

Notice shall be deemed given upon deposit of the notice in the United States Mail as aforesaid.

8.2. Either Party may designate a different address by giving at least ten (10) days written notice in the manner provided above.

## **9. SRO DUTIES**

9.1. The extra officer will, under general supervision, perform the following duties:

1. Protecting the safety and welfare of any person in the jurisdiction of the school resource officer;
2. Protecting the property of the school district;
3. Patrolling district property for suspicious activity or unauthorized persons;
4. Serving as a visible and active law enforcement officer on campus dealing with law-related areas such as drugs, traffic, trespassing, fighting, and thefts. If requested by the administrators, assist in the enforcement of campus rules and regulations;
5. Taking law enforcement actions to protect the students, staff, and campus;
6. Making arrests only when necessary;
7. Working and collaborating with outside agencies;
8. Assisting in coordinating security for crowd or vehicle control;
9. Assisting in outer agency investigations when it involves a student in district;
10. Providing instructions and directions to others as it pertains to law enforcement matters and emergency situations;
11. Conducting security building assessments for schools, guarding and checking/securing doors, rooms, buildings, and equipment;
12. Conducting investigations involving crimes, gang activity, violence, threats, or drugs;
13. Conducting drug or alcohol assessments as needed for students or staff;
14. Developing crime prevention efforts/strategies;
15. Educating school-age victims in crime prevention;
16. Developing/expanding community justice initiatives for students;
17. Helping students with conflict resolution, restorative justice, and crime awareness;
18. Assisting in the identification of physical changes in the environment that may reduce crime in or around schools;
19. Maintaining all certifications and staying up to date on training;
20. Assisting with all types of threats as a team member of the threat assessment team;
21. Carrying two radios, one for the school, and one for the police department; and
22. Utilizing the Triad Concept serving as a law enforcement officer, informal Counselor, and educator.

9.2. This Classification is distinguished from Police Sergeant who provides general supervision of the Police Officer in addition to the duties listed above.

**10. MISCELLANEOUS**

10.1. The terms and provisions of this Contract constitute the entire Agreement between the City and the Contractor, and no modification of this Contract is effective unless in writing and executed by both parties.

SIGNED in duplicate originals this \_\_\_\_\_, day of \_\_\_\_\_ **2021**.

APPROVED AS TO FORM:

**City of Tomball**

ATTEST:

---

By:  
Doris Speer  
City Secretary

---

By:  
**David Esquivel**  
**Interim City Manager**

**Tomball Independent School District**

ATTEST:

---

By:  
Dr. Steven Gutierrez  
Chief Operating Officer

---

By:  
Dr. Martha Salazar-Zamora  
Superintendent of Schools